

Forest Electric Corp.

An EMCOR Company

Forest Electric Corp.

Two Penn Plaza , Floor 4
New York, NY 10121
Phone: 212.318.1500
Fax: 212.318.1793
www.forestelectric.net

Wednesday, August 11, 2004

Mr. Karl Auwarter
Bank One
Mail Code DE-0112
201 N. Walnut Street
Wilmington, DE 19801

RE: Notification of Change Letter
CDC-II - Forest Electric Corp.

Dear Mr. Auwarter,

Be advised we have assigned PI # 80726 Superior Electric Service RFP15B

Site Lighting, Security & Fiber Conduit

Total Cost of Change Order \$ 421,216.00

5/12/04

Please sign below to show your concurrence and approval with the above notification which is within the March 12, 2004 Budget. If you have any question regarding this confirmation, please call me at your earliest convenience.

Respectfully,
Forest Electric Corp.

Approved by: Tishman Const. Corp. of MD
Agent for Bank One Building Corp.

Paul Angerame
Paul Angerame
Vice President
Agent for Bank One Building Corp.

Robert L. Smith
Robert L. Smith
Project Manager
Agent for Bank One Building Corp.

8-12-04
Date

W/ Rk

Approved by: Karl Auwarter
Karl Auwarter
Operations Project - Management

Bank One
08/13/04
Date

Forest Electric Corp.

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Wednesday, August 11, 2004
Mr. Karl Auwarter
Bank One
Mail Code DE-0112
201 N. Walnut Street
Wilmington, DE 19801

RE: Notification of Change Letter
CDC-II – Forest Electric Corp.

Dear Mr. Auwarter,

Be advised we have assigned PI # ~~80727~~ ⁸⁰⁷²⁷ Superior Electric Service RFP20B

Rack Power & Access Grounding –Pod A

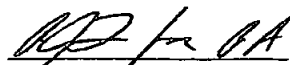
Total Cost of Change Order **\$ 1,380,288.00**

Please sign below to show your concurrence and approval with the above notification which is within the March 12, 2004 Budget. If you have any question regarding this confirmation, please call me at your earliest convenience.

Respectfully,
Forest Electric Corp.


Approved by:

Tishman Const. Corp. of MD
Agent for Bank One Building
Corp.



Paul Angerame
Vice President

Agent for Bank One Building Corp.


Robert L. Smith
Project Manager

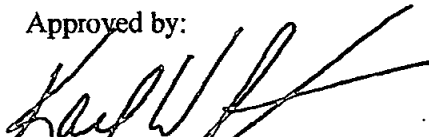
Agent for Bank One Building Corp.

8.12.04
Date



Approved by:

Bank One


Karl Auwarter
Operations Project – Management

08/13/04
Date

Forest Electric Corp.

An EMCOR Company

Forest Electric Corp.

Two Penn Plaza, Floor 4
New York, NY 10121
Phone: 212.318.1500
Fax: 212.318.1793
www.forestelectric.net

Monday, August 16, 2004
Mr. Karl Auwarter
Bank One
Mail Code DE-0112
201 N. Walnut Street
Wilmington, DE 19801

RE: Notification of Change Letter
CDC-II - Forest Electric Corp.

Dear Mr. Auwarter,

Be advised we have assigned PI # 80728
Medium Voltage Equipment & Cabling

Furness Electric Company RFP3B

| | |
|------------------------------|---------------------|
| Total Cost of Change Order | \$ 140,172.84 |
| Previously approved PI-80708 | <u>(89,191.89)</u> |
| Balance of Change Order | <u>\$ 50,980.95</u> |

Please sign below to show your concurrence and approval with the above notification which is within the March 12, 2004 Budget. If you have any question regarding this confirmation, please call me at your earliest convenience.

Respectfully,
Forest Electric Corp.



Paul Angerame
Vice President

Agent for Bank One Building Corp.

Approved by:

Tishman Const. Corp. of MD
Agent for Bank One Building
Corp.



Robert L. Smith
Project Manager

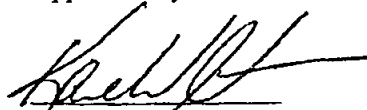
Agent for Bank One Building Corp.

8.18.04

Date

Approved by:

Bank One



Karl Auwarter

Operations Project - Management

08/18/2004

Date

Forest Electric Corp.

An EMCOR Company

Forest Electric Corp.

Two Penn Plaza , Floor 4
New York, NY 10121
Phone: 212.318.1500
Fax: 212.318.1793
www.forestelectric.net

Tuesday, August 17, 2004
Mr. Karl Auwarter
Bank One
Mail Code DE-0112
201 N. Walnut Street
Wilmington, DE 19801

RE: Notification of Change Letter
CDC-II – Forest Electric Corp.

Dear Mr. Auwarter,

Be advised we have assigned PI # 80730
Equipment Rigging

AALCO RFP5B

Total Cost of Change Order

\$ 97,109.42

See Attached list for details

AALCO Transport & Storage Co.

Please sign below to show your concurrence and approval with the above notification which is within the March 12, 2004 Budget. If you have any question regarding this confirmation, please call me at your earliest convenience.


Respectfully,
Forest Electric Corp.



Paul Angerame
Vice President

Agent for Bank One Building Corp.

Approved by:



Robert L. Smith
Project Manager

Agent for Bank One Building Corp.

Tishman Const. Corp. of MD
Agent for Bank One Building
Corp.



Date

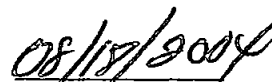
Approved by:



Karl Auwarter

Operations Project – Management

Bank One



Date

Forest Electric Corp.

An EMCOR Company

Forest Electric Corp.

Two Penn Plaza , Floor 4

New York, NY 10121

Phone: 212.318.1500

Fax: 212.318.1793

www.forestelectric.net

Tuesday, August 17, 2004

Mr. Karl Auwarter

Bank One

Mail Code DE-0112

201 N. Walnut Street

Wilmington, DE 19801

RE: Notification of Change Letter

CDC-II – Forest Electric Corp.

Pending Items - PI - 80704

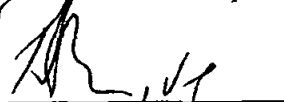
Dear Mr. Auwarter,

Be advised we have assigned PI # 80704 Furness Electric Company RFP14B
UPS Equipment & Cabling

| | |
|------------------------------|--------------------|
| Total Cost of Change Order | \$ 23,028.36 |
| Previously approved PI-80704 | <u>16,691.95</u> |
| Balance of Change Order | <u>\$ 6,336.41</u> |

Please sign below to show your concurrence and approval with the above notification and possible exposure to the owner construction contingency. If you have any question regarding this confirmation, please call me at your earliest convenience.

Respectfully,
Forest Electric Corp.

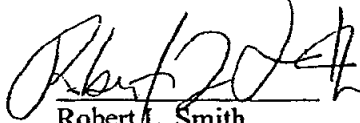


Paul Angerame
Vice President

Agent for Bank One Building Corp.

Approved by:

Tishman Const. Corp. of MD
Agent for Bank One Building
Corp.



Robert L. Smith
Project Manager

Agent for Bank One Building Corp.

8/18/04
Date

Approved by:

Bank One



Karl Auwarter

Operations Project – Management

08/18/2004
Date

Datacom Services * Power Solutions * Technology * Facilities Management

B-0471

TISH 010985

Forest Electric Corp.

An EMCOR Company

Forest Electric Corp.

Two Penn Plaza , Floor 4
New York, NY 10121
Phone: 212.318.1500
Fax: 212.318.1793
www.forestelectric.net

Tuesday, August 17, 2004
Mr. Karl Auwarter
Bank One
Mail Code DE-0112
201 N. Walnut Street
Wilmington, DE 19801

RE: Notification of Change Letter
CDC-II - Forest Electric Corp.

Dear Mr. Auwarter,

Be advised we have assigned PI # 80729 Furness Electric Company RFP16B
HVAC & Mechanical Systems

| | |
|----------------------------|------------------------|
| Total Cost of Change Order | \$ (287,213.69) |
| PI-80716 | (300,000.00) |
| PI-80729 | <u>12,786.31</u> |
| Balance of Change Order | <u>\$ (287,213.69)</u> |

Please sign below to show your concurrence and approval with the above notification which is within the March 12, 2004 Budget. If you have any question regarding this confirmation, please call me at your earliest convenience.

Respectfully,
Forest Electric Corp.

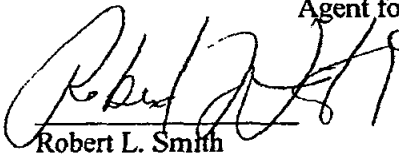


Paul Angerame
Vice President

Agent for Bank One Building Corp. Agent for Bank One Building Corp.

Approved by:

Tishman Const. Corp. of MD
Agent for Bank One Building

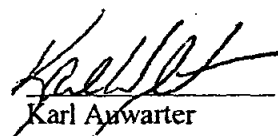


Robert L. Smith
Project Manager

8/16/04
Date

Approved by:

Bank One



Karl Auwarter
Operations Project - Management

08/18/2004
Date

Datacom Services * Power Solutions * Technology * Facilities Management

B-0472

TISH 007100

Forest Electric Corp.

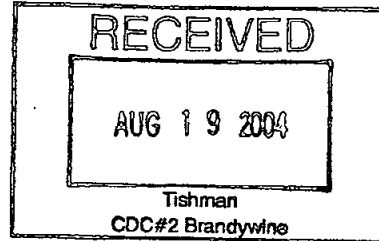
An EMCOR Company

Forest Electric Corp.

Two Penn Plaza, Floor 4
New York, NY 10121
Phone: 212.318.1500
Fax: 212.318.1793
www.forestelectric.net

Wednesday, August 18, 2004

Mr. Karl Auwarter
Bank One
Mail Code DE-0112
201 N. Walnut Street
Wilmington, DE 19801



RE: Notification of Change Letter

CDC-II – Forest Electric Corp.
Pending Items - PI-80715 02.17.1320

Dear Mr. Auwarter,

Be advised we have assigned PI # 80715
Electrical Power Monitoring System.

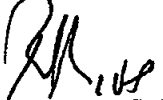
Preferred Electric RFP17B

Total Cost of Change Order \$ (131,102.77)

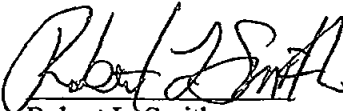
| | | |
|------------------------------|------------------------|------|
| PI-80715 | (200,000.00) | CO#1 |
| PI-80715 (see attached list) | 68,897.23 | CO#2 |
| Balance of Change Order | <u>\$ (131,102.77)</u> | |

Please sign below to show your concurrence and approval with the above notification which is within the March 12, 2004 Budget. If you have any question regarding this confirmation, please call me at your earliest convenience.

Respectfully,
Forest Electric Corp.

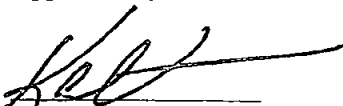

Paul Angerame
Vice President
Agent for Bank One Building Corp.

Approved by: Tishman Const. Corp. of MD
Agent for Bank One Building Corp.


Robert L. Smith
Project Manager
Agent for Bank One Building Corp.

8.18.04
Date

Approved by: Bank One


Karl Auwarter
Operations Project – Management

8/20/04
Date

Datacom Services * Power Solutions * Technology * Facilities Management

B-0473

TISH 007028

**SINGLE PROJECT
CONSTRUCTION SERVICES AGREEMENT
CONTRACT NO. 8B**

Pre-bid meetings will/will not be held. If applicable, the pre-bid meeting will occur at _____ A.M./P.M. on _____, at CDC #2 - Governor Printz Blvd. Brandywine, DE 19802.

When completed, return five (5) executed copies of this Single Project Construction Services Agreement if by U.S. mail addressed to Owner c/o Forest Electric Corp., Two Penn Plaza, NY, NY 10121 Mail Code _____; if hand delivered to Owner c/o _____ Floor, _____ in each case for receipt by Owner by or before 3:00 P.M. on _____.

Owner:
Banc One Building Corporation
1 Bank One Plaza
Mail Code IL1-0505
Chicago, IL 60670-0503

Owner's Project Manager:
Karl Wm. Auwarter, VP, Real Estate

Building Owner/Manager: None

Construction Contractor:
Tangent Cable Systems, Inc.
3700 Washington Avenue
Wilmington, DE 19808

Construction Contractor's Key Staff Members:
Superintendent: Lee Burkey
Assistant Superintendent: Joe Kirkner

Site:
Bank One Core Data Center #2
4001 Governor Printz Blvd.
Wilmington, Delaware 19802

| | |
|-------------------------|-----------------------|
| <u>Other Key Staff:</u> | |
| <u>Title</u> | <u>Name:</u> |
| <u>Project Mgr:</u> | <u>Bill Lane</u> |
| <u>Foreman</u> | <u>Chris Brockson</u> |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Construction Manager:
Tishman Construction Corporation of Maryland
666 Fifth Avenue
New York, New York 10103-0256

Construction Contractor's Authorized Signatories:
1. Susan Burkey
2. Lee Burkey
3. _____
4. _____

Electrical Trade Manager:
Forest Electric Corp.
Two Penn Plaza
New York, NY 10121

This Single Project Construction Services Agreement is made as of the 2nd day of December, 2003 ("Agreement") between Electrical Trade Manager and Construction Contractor. This Agreement, including all exhibits attached hereto, together with all drawings, specifications and modifications issued after the execution of this Agreement and delivered to Construction Contractor, are herein called the "Contract" and the "Contract Documents". Electrical Trade Manager and Construction Contractor agree to the terms and conditions set forth in the Contract Documents.

1. The project ("Project") consists generally of, and a general description of the Work is (and, if applicable, a more detailed description of the Work is set forth on Exhibit C), as follows:
Electrical Work as per RFP 8B (revised) - Security Systems
2. Construction Contractor acknowledges it received the plans and specifications that are listed on, and, as applicable, a more detailed description of the Work as set forth on, Exhibit C hereto.
3. Construction Contractor's obligations under this Agreement ~~will not~~ ^{will not} (strike through one) require payment and performance bonds as set forth in Section 6.04 of the General Conditions attached hereto as Exhibit G ("General Conditions"). If no selection is clearly made in the preceding sentence, then payment and performance bonds will be required as set forth in Section 6.04 of the General Conditions.
4. Liquidated damages ~~will not~~ (strike through one) be applicable to the Project as set forth in Section 7.03 of the General Conditions. If required, the "Per Day Liquidated Damage Amount" is \$5,000 per day.
5. The "Contract Sum" is Two Million Six Hundred Thirty Thousand Dollars (\$2,630,000.00). The Contract Sum (subject to additions and deductions by change orders as provided by the Contract Documents) includes all costs and expenses related to the Work incurred by or on behalf of Construction Contractor and any costs or expenses in excess of the Contract Sum in anyway related to the Work or the Contract Documents shall be paid by Construction Contractor. Additionally, upon final completion of the Work at the time of the final payment being made to Construction Contractor, all costs associated with unused allowances and contingencies will be adjusted and returned to the Owner.
6. Written notice shall be deemed to be duly served if served to the Electrical Trade Manager or Construction Contractor, as the case may be, at the respective address set forth below in accordance with Section 6.03 of the General Conditions:

If to Construction Manager, addressed to:
 Tishman Construction Corporation of
 Maryland
 666 Fifth Avenue
 New York, New York 10103-0256
 Attention: William Stanton

If to Construction Contractor, addressed to:
Tangent Cable Systems, inc.
3700 Washington Avenue
Wilmington, DE 19808
 Attention: Lee Burkey

With a copy to Owner:

Bank One
301 N. Walnut Street
Wilmington, DE 19801
 Attention: Karl Auwarter

If to Electrical Trade Manager, addressed to:

Forest Electric Corp.
Two Penn Plaza
New York, New York 10121
 Attention: Philip Altheim

With a copy to:

Forest Electric Corp.
4001 Governor Printz Blvd.
Wilmington, DE 19802
 Attention: Paul Angerame

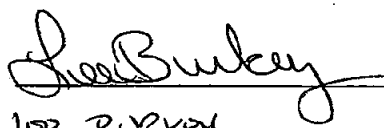
7. Electrical Trade Manager hereby represents to Construction Contractor that (i) Owner has retained Electrical Trade Manager to act as Owner's construction managers to arrange for the construction of the Project; and (ii) Electrical Trade Manager has full power and authority and is duly authorized to execute and deliver this Contract with and to Construction Contractor upon the terms and conditions set forth herein. All communications from Owner to Construction Contractor shall be delivered either (i) to Electrical Trade Manager with instructions to forward such communications to Construction Contractor, or (ii) directly to Construction Contractor with a simultaneous notification to Electrical Trade Manager. All written approvals and actions required of or permitted to be taken by Owner under the Contract shall be effective if executed by either Owner or by Electrical Trade Manager acting on Owner's behalf, and Construction Contractor shall be permitted to rely on all such written approvals unless and until Owner (and not Electrical Trade Manager) notifies Construction Contractor in writing to the contrary. Construction Contractor shall be entitled to rely on information communicated through the Electrical Trade Manager and work with the Electrical Trade Manager until Owner provides written notice of the termination of such Electrical Trade Manager's responsibilities or a substitution of such Electrical Trade Manager.

This Agreement shall be effective only when (i) Electrical Trade Manager executes and delivers this Single Project Construction Services Agreement to Construction Contractor, (ii) all appropriate blanks contained herein are completed, and (iii) each of the Exhibits A, B, C, D, E, F, G and H (each of which is hereby incorporated herein) has been completed and attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CONSTRUCTION CONTRACTOR:

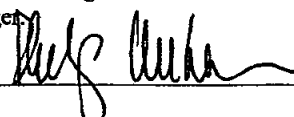
FIRM: TANGENT CABLE SYSTEMS, INC.

By: 
 Name: Lisa Burkley
 Title: Secretary

OWNER:

BANC ONE BUILDING CORPORATION,
 an Illinois Corporation

By: Forest Electric Corp. as Banc One Building
 Corporation's agent and Electrical Trade
 Manager

By: 
 Name: Philip Alheim
 Title: Chairman/CEO

**SINGLE PROJECT
CONSTRUCTION SERVICES AGREEMENT
CONTRACT NO. 15B**

Pre-bid meetings will/will not be held. If applicable, the pre-bid meeting will occur at _____ A.M./P.M. on _____, at CDC #2 - Governor Printz Blvd. Brandywine, DE 19802.

When completed, return five (5) executed copies of this Single Project Construction Services Agreement if by U.S. mail addressed to Owner c/o Forest Electric Corp., Two Penn Plaza, NY, NY 10121 Mail Code _____; if hand delivered to Owner c/o _____ Floor, _____ in each case for receipt by Owner by or before 3:00 P.M. on _____.

Owner:
Banc One Building Corporation
1 Bank One Plaza
Mail Code IL1-0505
Chicago, IL 60670-0503

Construction Contractor:
Superior Electric Service Company
36 Germay Drive
Wilmington, DE 19804

Owner's Project Manager:
Karl Wm. Auwarter, VP, Real Estate

Construction Contractor's Key Staff Members:
Superintendent: _____
Assistant Superintendent: _____

Building Owner/Manager: None

Site:
Bank One Core Data Center #2
4001 Governor Printz Blvd.
Wilmington, Delaware 19802

Other Key Staff:

| <u>Title</u> | <u>Name:</u> |
|--------------|--------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Construction Manager:
Tishman Construction Corporation of Maryland
666 Fifth Avenue
New York, New York 10103-0256

Construction Contractor's Authorized Signatories:

1. _____
2. _____
3. _____
4. _____

Electrical Trade Manager:
Forest Electric Corp.
Two Penn Plaza
New York, NY 10121

This Single Project Construction Services Agreement is made as of the 16th day of December, 2003 ("Agreement") between Electrical Trade Manager and Construction Contractor. This Agreement, including all exhibits attached hereto, together with all drawings, specifications and modifications issued after the execution of this Agreement and delivered to Construction Contractor, are herein called the "Contract" and the "Contract Documents". Electrical Trade Manager and Construction Contractor agree to the terms and conditions set forth in the Contract Documents.

1. The project ("Project") consists generally of, and a general description of the Work is (and, if applicable, a more detailed description of the Work is set forth on Exhibit C), as follows: Electrical Work as per RFP 15B – Site Lighting, Security & Fiber Conduit
2. Construction Contractor acknowledges it received the plans and specifications that are listed on, and, as applicable, a more detailed description of the Work as set forth on, Exhibit C hereto.
3. Construction Contractor's obligations under this Agreement will ~~will not~~ (strike through one) require payment and performance bonds as set forth in Section 6.04 of the General Conditions attached hereto as Exhibit G ("General Conditions"). If no selection is clearly made in the preceding sentence, then payment and performance bonds will be required as set forth in Section 6.04 of the General Conditions.
4. Liquidated damages will ~~will not~~ (strike through one) be applicable to the Project as set forth in Section 7.03 of the General Conditions. If required, the "Per Day Liquidated Damage Amount" is \$5,000 per day.
5. The "Contract Sum" is Six Hundred Nineteen Thousand Seven Hundred Seventy-Two Dollars (\$619,772.00). The Contract Sum (subject to additions and deductions by change orders as provided by the Contract Documents) includes all costs and expenses related to the Work incurred by or on behalf of Construction Contractor and any costs or expenses in excess of the Contract Sum in anyway related to the Work or the Contract Documents shall be paid by Construction Contractor. Additionally, upon final completion of the Work at the time of the final payment being made to Construction Contractor, all costs associated with unused allowances and contingencies will be adjusted and returned to the Owner.
6. Written notice shall be deemed to be duly served if served to the Electrical Trade Manager or Construction Contractor, as the case may be, at the respective address set forth below in accordance with Section 6.03 of the General Conditions:

If to Construction Manager, addressed to:
Tishman Construction Corporation of
Maryland
666 Fifth Avenue
New York, New York 10103-0256
Attention: William Stanton

If to Construction Contractor, addressed to:
Superior Electric Service Company
36 Germay Drive
Wilmington, DE 19804
Attention:

With a copy to Owner:

Bank One
301 N. Walnut Street
Wilmington, DE 19801
Attention: Karl Auwarter

If to Electrical Trade Manager, addressed to:

Forest Electric Corp.
Two Penn Plaza
New York, New York 10121
Attention: Philip Altheim

With a copy to:

Forest Electric Corp.
4001 Governor Printz Blvd.
Wilmington, DE 19802
Attention: Paul Angerame

7. Electrical Trade Manager hereby represents to Construction Contractor that (i) Owner has retained Electrical Trade Manager to act as Owner's construction managers to arrange for the construction of the Project; and (ii) Electrical Trade Manager has full power and authority and is duly authorized to execute and deliver this Contract with and to Construction Contractor upon the terms and conditions set forth herein. All communications from Owner to Construction Contractor shall be delivered either (i) to Electrical Trade Manager with instructions to forward such communications to Construction Contractor, or (ii) directly to Construction Contractor with a simultaneous notification to Electrical Trade Manager. All written approvals and actions required of or permitted to be taken by Owner under the Contract shall be effective if executed by either Owner or by Electrical Trade Manager acting on Owner's behalf, and Construction Contractor shall be permitted to rely on all such written approvals unless and until Owner (and not Electrical Trade Manager) notifies Construction Contractor in writing to the contrary. Construction Contractor shall be entitled to rely on information communicated through the Electrical Trade Manager and work with the Electrical Trade Manager until Owner provides written notice of the termination of such Electrical Trade Manager's responsibilities or a substitution of such Electrical Trade Manager.

This Agreement shall be effective only when (i) Electrical Trade Manager executes and delivers this Single Project Construction Services Agreement to Construction Contractor, (ii) all appropriate blanks contained herein are completed, and (iii) each of the Exhibits A, B, C, D, E, F, G and H (each of which is hereby incorporated herein) has been completed and attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.


CONSTRUCTION CONTRACTOR:

FIRM: SUPERIOR ELECTRIC SERVICE COMPANY

By:

Name:

Title:


JIM FITZSIMMONS
S:VP

OWNER:

BANC ONE BUILDING CORPORATION,
 an Illinois Corporation

By:

Forest Electric Corp. as Banc One Building Corporation's agent and Electrical Trade Manager.

By:

Name: Philip Altheim

Title: Chairman/CEO

SINGLE PROJECT
CONSTRUCTION SERVICES AGREEMENT
CONTRACT NO. 3B

Pre-bid meetings will/will not be held. If applicable, the pre-bid meeting will occur at _____ A.M./P.M. on _____ at **CDC #2 - Governor Printz Blvd. Brandywine, DE 19802.**

When completed, return five (5) executed copies of this Single Project Construction Services Agreement if by U.S. mail addressed to Owner c/o **Forest Electric Corp., Two Penn Plaza, NY, NY 10121** Mail Code _____; if hand delivered to Owner c/o _____ Floor, _____ in each case for receipt by Owner by or before **3:00 P.M.** on _____.

Owner:

Banc One Building Corporation
 1 Bank One Plaza
 Mail Code IL1-0505
 Chicago, IL 60670-0503

Owner's Project Manager:

Karl Wm. Auwarter, VP, Real Estate

Building Owner/Manager: None

Site:

Bank One Core Data Center #2
4001 Governor Printz Blvd.
Wilmington, Delaware 19802

Construction Manager:

Tishman Construction Corporation of Maryland
 666 Fifth Avenue
 New York, New York 10103-0256

Electrical Trade Manager:

Forest Electric Corp.
 Two Penn Plaza
 New York, NY 10121

Construction Contractor:

Peter D. Furness Electric Co., Inc.
1604 Todds Lane
Wilmington, DE 19899

Construction Contractor's Key Staff Members:

Superintendent: _____
 Assistant Superintendent: _____

Other Key Staff:

| Title | Name: |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Construction Contractor's Authorized Signatories:

1. _____
 2. _____
 3. _____
 4. _____

This Single Project Construction Services Agreement is made as of the **2nd** day of **October, 2003** ("Agreement") between Electrical Trade Manager and Construction Contractor. This Agreement, including all exhibits attached hereto, together with all drawings, specifications and modifications issued after the execution of this Agreement and delivered to Construction Contractor, are herein called the "**Contract**" and the "**Contract Documents**". Electrical Trade Manager and Construction Contractor agree to the terms and conditions set forth in the Contract Documents.

1. The project ("Project") consists generally of, and a general description of the Work is (and, if applicable, a more detailed description of the Work is set forth on Exhibit C), as follows: Electrical Work as per RFP 3B - Medium Voltage Equipment & Cabling
2. Construction Contractor acknowledges it received the plans and specifications that are listed on, and, as applicable, a more detailed description of the Work as set forth on, Exhibit C hereto.
3. Construction Contractor's obligations under this Agreement will/~~will not~~ (strike through one) require payment and performance bonds as set forth in Section 6.04 of the General Conditions attached hereto as Exhibit G ("General Conditions"). If no selection is clearly made in the preceding sentence, then payment and performance bonds will be required as set forth in Section 6.04 of the General Conditions.
4. Liquidated damages will/~~will not~~ (strike through one) be applicable to the Project as set forth in Section 7.03 of the General Conditions. If required, the "Per Day Liquidated Damage Amount" is \$5,000 per day.
5. The "Contract Sum" is Two Million One Hundred Ninety-Nine Thousand Dollars (\$2,199,000.00). The Contract Sum (subject to additions and deductions by change orders as provided by the Contract Documents) includes all costs and expenses related to the Work incurred by or on behalf of Construction Contractor and any costs or expenses in excess of the Contract Sum in anyway related to the Work or the Contract Documents shall be paid by Construction Contractor. Additionally, upon final completion of the Work at the time of the final payment being made to Construction Contractor, all costs associated with unused allowances and contingencies will be adjusted and returned to the Owner.
6. Written notice shall be deemed to be duly served if served to the Electrical Trade Manager or Construction Contractor, as the case may be, at the respective address set forth below in accordance with Section 6.03 of the General Conditions:

If to Construction Manager, addressed to:
Tishman Construction Corporation of
Maryland
666 Fifth Avenue
New York, New York 10103-0256
Attention: William Stanton

With a copy to Owner:

Bank One
301 N. Walnut Street
Wilmington, DE 19801

Attention: Karl Anwarter

With a copy to:

Forest Electric Corp.
4001 Governor Printz Blvd.
Wilmington, DE 19802

Attention: Paul Angerame

If to Construction Contractor, addressed to:
Peter D. Furness Electric Co., Inc.
1604 Todds Lane
Wilmington, DE 19802

Attention:

If to Electrical Trade Manager, addressed to:

Forest Electric Corp.
Two Penn Plaza
New York, New York 10121
Attention: Philip Altheim

7. Electrical Trade Manager hereby represents to Construction Contractor that (i) Owner has retained Electrical Trade Manager to act as Owner's construction managers to arrange for the construction of the Project; and (ii) Electrical Trade Manager has full power and authority and is duly authorized to execute and deliver this Contract with and to Construction Contractor upon the terms and conditions set forth herein. All communications from Owner to Construction Contractor shall be delivered either (i) to Electrical Trade Manager with instructions to forward such communications to Construction Contractor, or (ii) directly to Construction Contractor with a simultaneous notification to Electrical Trade Manager. All written approvals and actions required of or permitted to be taken by Owner under the Contract shall be effective if executed by either Owner or by Electrical Trade Manager acting on Owner's behalf, and Construction Contractor shall be permitted to rely on all such written approvals unless and until Owner (and not Electrical Trade Manager) notifies Construction Contractor in writing to the contrary. Construction Contractor shall be entitled to rely on information communicated through the Electrical Trade Manager and work with the Electrical Trade Manager until Owner provides written notice of the termination of such Electrical Trade Manager's responsibilities or a substitution of such Electrical Trade Manager.

This Agreement shall be effective only when (i) Electrical Trade Manager executes and delivers this Single Project Construction Services Agreement to Construction Contractor, (ii) all appropriate blanks contained herein are completed, and (iii) each of the Exhibits A, B, C, D, E, F, G and H (each of which is hereby incorporated herein) has been completed and attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CONSTRUCTION CONTRACTOR:

FIRM: PETER D. FURNESS ELECTRIC CO., INC.

By: _____

Name: _____

Title: _____

John F. Hahn
JOHN F. HAHN
PRESIDENT

OWNER:

BANC ONE BUILDING CORPORATION,
 an Illinois Corporation

By: Forest Electric Corp. as Banc One Building Corporation's agent and Electrical Trade Manager.

By: _____

Name: Philip Altheim

Title: Chairman/CEO

Philip Altheim



February 12, 2004

FEB 16 2004

RECEIVED
CDC #2 Brandywine

bcc: J. Ryan (w/o attach)
T. Keane (w/o attach)
B. Smith
A. Lowenthal
B. Butler (w/o attach)
Safe Contract File

Forest Electric Corp.
Two Penn Plaza, 4th floor
New York, New York 10121

Attn: Philip Altheim

RE: Bank One - Control Data Center #2
Governor Printz Boulevard
Brandywine, New Castle County, Delaware

TRADE: TRADE MANAGER FOR ELECTRICAL WORK

Gentlemen:

Enclosed please find one (1) copy of executed **Contract** dated **September 12, 2003**, for the above referenced trade.

Very truly yours,

TISHMAN CONSTRUCTION CORPORATION OF MARYLAND

Paul V. Welsing
Senior Purchasing Agent

PVW/kv

encl.

Contract # 02.00-1320
Forest - Trade Mgr

| | |
|--------------------------------------------------|------------------------------------------------------|
| <input checked="" type="checkbox"/> B. Smith | <input type="checkbox"/> PI |
| <input checked="" type="checkbox"/> T. Keane | <input type="checkbox"/> CO |
| <input type="checkbox"/> B. Altheim | <input type="checkbox"/> RFI |
| <input type="checkbox"/> Acct. _____ | <input checked="" type="checkbox"/> Corresp- Forest |
| <input type="checkbox"/> CDC #1 | <input checked="" type="checkbox"/> Contract- Forest |
| <input checked="" type="checkbox"/> J. White | <input type="checkbox"/> _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> On-Site/Shop | <input checked="" type="checkbox"/> Expedition |

ok

ORIGINAL



February 12, 2004

Bank One
Mail Code DE1-0112
301 N. Walnut Street
Wilmington, DE 19801

Attn: Karl Auwarter

RE: Bank One - Control Data Center #2
Governor Printz Boulevard
Brandywine, New Castle County, Delaware

TRADE: TRADE MANAGER FOR ELECTRICAL WORK

Gentlemen:

Enclosed please find one (1) copy of executed **Contract** dated **September 12, 2003** issued to **Forest Electric Corporation**, for the above referenced trade, for your use and information.

Very truly yours,

TISHMAN CONSTRUCTION CORPORATION OF MARYLAND

A handwritten signature in cursive script, appearing to read 'P.V. Welsing'.

Paul V. Welsing
Senior Purchasing Agent

PWW/kv

Encl.

ORIGINAL

TISHMAN

FEB 16 2004

SINGLE PROJECT
CONSTRUCTION SERVICES AGREEMENT
CONTRACT NO. 2 - TRADE MANAGER

RECEIVED

Pre-bid meetings will/ be held. If applicable, the pre-bid meeting will occur at CDC #2 - 4001 Governor Printz Blvd., Wilmington, DE 19802

When completed, return five (5) executed copies of this Single Project Construction Services Agreement if by U.S. mail addressed to Owner c/o Tishman Construction Corporation of Maryland, 666 Fifth Avenue, NY, NY 10103 in each case for receipt by Owner by or before 3:00 P.M. on January 21, 2004.

Owner:

Banc One Building Corporation
 1 Bank One Plaza
 Mail Code IL1-0505
 Chicago, IL 60670-0503

Electrical Trade Manager:

Forest Electric Corp.
Two Penn Plaza
New York, New York 10121

Owner's Project Manager:

Karl Wm. Auwarter, VP, Real Estate

Electrical Trade Manager's Key Staff Members:

Superintendent: Charles Caruso
 Assistant Superintendent: Vsevolod Husar

Building Owner/Manager: None

Other Key Staff:

| Title | Name: |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Site:

Bank One Core Data Center #2
4001 Governor Printz Blvd.
Wilmington, DE 19802

Construction Manager:

Tishman Construction Corporation of Maryland
 666 Fifth Avenue
 New York, New York 10103-0256

Electrical Trade Manager's Authorized Signatories:

1. Philip Altheim
 2. Paul Angerame
 3. _____
 4. _____

This Single Project Construction Services Agreement is made as of the 12th day of September 2003 ("Agreement") between Construction Manager and Electrical Trade Manager. This Agreement, including all exhibits attached hereto, together with all drawings, specifications and modifications issued after the execution of this Agreement and delivered to Electrical Trade Manager, are herein called the "Contract" and the "Contract Documents". Construction Manager and Electrical Trade Manager agree to the terms and conditions set forth in the Contract Documents.

- The project ("Project") consists generally of, and a general description of the Work is (and, if applicable, a more detailed description of the Work is set forth on Exhibit C), as follows: Trade manager for Electrical work
- Electrical Trade Manager acknowledges it received the plans and specifications that are listed on, and, as applicable, a more detailed description of the Work as set forth on, Exhibit C hereto.
- Electrical Trade Manager's obligations under this Agreement ~~will~~ will not (strike through one) require payment and performance bonds as set forth in Section 6.04 of the General Conditions attached hereto as

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ORIGINAL

B-0485

TISH 009192

Trade Mgr has

Exhibit G ("General Conditions"). If no selection is clearly made in the preceding sentence, then payment and performance bonds will be required as set forth in Section 6.04 of the General Conditions.

4. Liquidated damages will ~~will not~~ (strike through one) be applicable to the Project as set forth in Section 7.03 of the General Conditions. If required, the "Per Day Liquidated Damage Amount" is \$5,000 per day, but will be limited to no more than \$500,000.00 aggregate for the Electrical Trade Manager. Liquidated Damages will only apply if enforced by Bank One.

5. The "Contract Sum" is (check only one and fill in the applicable blank(s) with desired amount):

X The Cost of the Work plus (a) Electrical Trade Manager's Fee which is equal to 6 % of the Cost of the Work plus (b) the cost of Electrical Trade Manager's general conditions per Schedule 8.01 reimbursable for all on-site expenses. No retention on General Conditions. 10% Retainage on Fee.

_____ The Cost of the Work plus (a) Electrical Trade Manager's Fee which is equal to \$ _____ plus (b) the cost of Electrical Trade Manager's general conditions items which shall not exceed _____ % of the Work.

_____ The Cost of the Work, which shall not exceed \$ _____, plus (a) Electrical Trade Manager's Fee which is equal to _____ % of the Cost of the Work plus (b) the cost of Electrical Trade Manager's general conditions items which shall not exceed _____ % of the Work.

_____ The Cost of the Work, which shall not exceed \$ _____, plus (a) Electrical Trade Manager's Fee which is equal to \$ _____ plus (b) the cost of Electrical Trade Manager's general conditions items which shall not exceed _____ % of the Work.

Upon final completion of the Work at the time of the final payment being made to Electrical Trade Manager, all costs associated with unused allowances and contingencies will be adjusted and returned to the Owner.

6. Written notice shall be deemed to be duly served if served to the Construction Manager or Electrical Trade Manager, as the case may be, at the respective address set forth below in accordance with Section 6.03 of the General Conditions:

If to Construction Manager, addressed to:
Tishman Construction Corporation of
Maryland
666 Fifth Avenue
New York, New York 10103-0256
Attention: William Stanton

If to Electrical Trade Manager, addressed to:
Forest Electric Corp.
Two Penn Plaza
New York, New York 10121
Attention: Philip Althem

With a copy to Owner:

With a copy to:

Bank One
301 N. Walnut Street
Wilmington, DE 19801
Attention: Karl Auwarter

EMCOR Group, Inc.
301 Merritt Seven Corporate Park
Norwalk, CT 06851
Attn: Contract Services

7. Construction Manager hereby represents to Electrical Trade Manager that (i) Owner has retained Construction Manager to act as Owner's construction manager to arrange for the construction of the Project; and (ii) Construction Manager has full power and authority and is duly authorized to execute and deliver this Contract with and to Construction Manager upon the terms and conditions set forth herein. All communications from Owner to Electrical Trade Manager shall be delivered either (i) to Construction

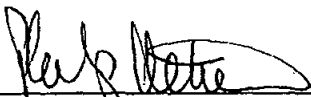
Manager with instructions to forward such communications to Electrical Trade Manager, or (ii) directly to Electrical Trade Manager with a simultaneous notification to Construction Manager. All written approvals and actions required of or permitted to be taken by Owner under the Contract shall be effective if executed by either Owner or by Construction Manager acting on Owner's behalf, and Electrical Trade Manager shall be permitted to rely on all such written approvals unless and until Owner (and not Construction Manager) notifies Electrical Trade Manager in writing to the contrary. Electrical Trade Manager shall be entitled to rely on information communicated through the Construction Manager and work with the Construction Manager until Owner provides written notice of the termination of such Construction Manager's responsibilities or a substitution of such Construction Manager.

This Agreement shall be effective only when (i) Construction Manager executes and delivers this Single Project Construction Services Agreement to Electrical Trade Manager, (ii) all appropriate blanks contained herein are completed, and (iii) each of the Exhibits A, B, C, D, E, F, and G (each of which is hereby incorporated herein) has been completed and attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ELECTRICAL TRADE MANAGER:

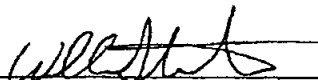
FIRM: FOREST ELECTRIC CORP.

By: 
 Name: Philip Artherm
 Title: Owner

OWNER:

BANC ONE BUILDING CORPORATION,
 an Illinois Corporation

Agent : Tishman Construction Corporation of Maryland,
 as Banc One Building Corporation's agent and
 construction manager

By: 
 Name: William Stanton
 Title: Senior Vice President



February 12, 2004

Bank One
Mail Code DE1-0112
301 N. Walnut Street
Wilmington, DE 19801

Attn: Karl Auwarter

RE: Bank One - Control Data Center #2
Governor Printz Boulevard
Brandywine, New Castle County, Delaware

TRADE: TRADE MANAGER FOR ELECTRICAL WORK

Gentlemen:

Enclosed please find one (1) copy of executed *Contract* dated **September 12, 2003** issued to **Forest Electric Corporation**, for the above referenced trade, for your use and information.

Very truly yours,

TISHMAN CONSTRUCTION CORPORATION OF MARYLAND

A handwritten signature in dark ink, appearing to read 'P. V. Welsing'.

Paul V. Welsing
Senior Purchasing Agent

PVW/kv

Encl.

ORIGINAL

TISHMAN

FEB 16 2004

**SINGLE PROJECT
CONSTRUCTION SERVICES AGREEMENT
CONTRACT NO. 2 - TRADE MANAGER**

RECEIVED

Pre-bid meetings will/ be held. If applicable, the pre-bid meeting will occur at CDC #2 - 4001 Governor Printz Blvd., Wilmington, DE 19802.

When completed, return five (5) executed copies of this Single Project Construction Services Agreement if by U.S. mail addressed to Owner c/o Tishman Construction Corporation of Maryland, 666 Fifth Avenue, NY, NY 10103 in each case for receipt by Owner by or before 3:00 P.M. on January 21, 2004.

Owner:

Banc One Building Corporation
1 Bank One Plaza
Mail Code IL1-0505
Chicago, IL 60670-0503

Electrical Trade Manager:

Forest Electric Corp.
Two Penn Plaza
New York, New York 10121

Owner's Project Manager:

Karl Wm. Auwarter, VP, Real Estate

Electrical Trade Manager's Key Staff Members:

Superintendent: Charles Caruso

Assistant Superintendent: Vsevolod Husar

Building Owner/Manager: None

Site:

Bank One Core Data Center #2
4001 Governor Printz Blvd.
Wilmington, DE 19802

Other Key Staff:

| Title | Name |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Construction Manager:

Tishman Construction Corporation of Maryland
666 Fifth Avenue
New York, New York 10103-0256

Electrical Trade Manager's Authorized Signatories:

1. Philip Altheim
2. Paul Angerame
3. _____
4. _____

This Single Project Construction Services Agreement is made as of the 12th day of September 2003 ("Agreement") between Construction Manager and Electrical Trade Manager. This Agreement, including all exhibits attached hereto, together with all drawings, specifications and modifications issued after the execution of this Agreement and delivered to Electrical Trade Manager, are herein called the "Contract" and the "Contract Documents". Construction Manager and Electrical Trade Manager agree to the terms and conditions set forth in the Contract Documents.

- The project ("Project") consists generally of, and a general description of the Work is (and, if applicable, a more detailed description of the Work is set forth on Exhibit C), as follows: Trade manager for Electrical work
- Electrical Trade Manager acknowledges it received the plans and specifications that are listed on, and, as applicable, a more detailed description of the Work as set forth on, Exhibit C hereto.
- Electrical Trade Manager's obligations under this Agreement ~~will~~/will not (strike through one) require payment and performance bonds as set forth in Section 6.04 of the General Conditions attached hereto as

1

ORIGINAL

B-0489

Exhibit G ("General Conditions"). If no selection is clearly made in the preceding sentence, then payment and performance bonds will be required as set forth in Section 6.04 of the General Conditions.

4. Liquidated damages will ~~will not~~ (strike through one) be applicable to the Project as set forth in Section 7.03 of the General Conditions. If required, the "Per Day Liquidated Damage Amount" is \$5,000 per day, but will be limited to no more than \$500,000.00 aggregate for the Electrical Trade Manager. Liquidated Damages will only apply if enforced by Bank One.
5. The "Contract Sum" is (check only one and fill in the applicable blank(s) with desired amount):

 X The Cost of the Work plus (a) Electrical Trade Manager's Fee which is equal to 6 % of the Cost of the Work plus (b) the cost of Electrical Trade Manager's general conditions per Schedule 8.01 ~~reimbursable for all on-site expenses~~. No retention on General Conditions. 10% Retainage on Fee.

 The Cost of the Work plus (a) Electrical Trade Manager's Fee which is equal to \$ plus (b) the cost of Electrical Trade Manager's general conditions items which shall not exceed % of the Work.

 The Cost of the Work, which shall not exceed \$, plus (a) Electrical Trade Manager's Fee which is equal to % of the Cost of the Work plus (b) the cost of Electrical Trade Manager's general conditions items which shall not exceed % of the Work.

 The Cost of the Work, which shall not exceed \$, plus (a) Electrical Trade Manager's Fee which is equal to \$ plus (b) the cost of Electrical Trade Manager's general conditions items which shall not exceed % of the Work.

Upon final completion of the Work at the time of the final payment being made to Electrical Trade Manager, all costs associated with unused allowances and contingencies will be adjusted and returned to the Owner.

6. Written notice shall be deemed to be duly served if served to the Construction Manager or Electrical Trade Manager, as the case may be, at the respective address set forth below in accordance with Section 6.03 of the General Conditions:

If to Construction Manager, addressed to:
Tishman Construction Corporation of
Maryland
666 Fifth Avenue
New York, New York 10103-0256
Attention: William Stanton

If to Electrical Trade Manager, addressed to:
Forest Electric Corp.
Two Penn Plaza
New York, New York 10121
Attention: Philip Althem

With a copy to Owner:

With a copy to:

Bank One
301 N. Walnut Street
Wilmington, DE 19801
Attention: Karl Auwarter

EMCOR Group, Inc.
301 Merritt Seven Corporate Park
Norwalk, CT 06851
Attn: Contract Services

7. Construction Manager hereby represents to Electrical Trade Manager that (i) Owner has retained Construction Manager to act as Owner's construction manager to arrange for the construction of the Project; and (ii) Construction Manager has full power and authority and is duly authorized to execute and deliver this Contract with and to Construction Manager upon the terms and conditions set forth herein. All communications from Owner to Electrical Trade Manager shall be delivered either (i) to Construction

Manager with instructions to forward such communications to Electrical Trade Manager, or (ii) directly to Electrical Trade Manager with a simultaneous notification to Construction Manager. All written approvals and actions required of or permitted to be taken by Owner under the Contract shall be effective if executed by either Owner or by Construction Manager acting on Owner's behalf, and Electrical Trade Manager shall be permitted to rely on all such written approvals unless and until Owner (and not Construction Manager) notifies Electrical Trade Manager in writing to the contrary. Electrical Trade Manager shall be entitled to rely on information communicated through the Construction Manager and work with the Construction Manager until Owner provides written notice of the termination of such Construction Manager's responsibilities or a substitution of such Construction Manager.

This Agreement shall be effective only when (i) Construction Manager executes and delivers this Single Project Construction Services Agreement to Electrical Trade Manager, (ii) all appropriate blanks contained herein are completed, and (iii) each of the Exhibits A, B, C, D, E, F, and G (each of which is hereby incorporated herein) has been completed and attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ELECTRICAL TRADE MANAGER:

FIRM: FOREST ELECTRIC CORP.

By: _____

Name: _____

Title: _____

Philip Arthem
Philip Arthem
clm/cev

OWNER:

BANC ONE BUILDING CORPORATION,
an Illinois Corporation

Agent: Tishman Construction Corporation of Maryland,
as Banc One Building Corporation's agent and
construction manager

By: _____

Name: William Stanton

Title: Senior Vice President

William Stanton